

AGREEMENT
among
COCONINO COALITION FOR CHILDREN & YOUTH,
FLAGSTAFF UNIFIED SCHOOL DISTRICT, and
CITY OF FLAGSTAFF

This Agreement is made as of the _____ day of _____ 2014, by and among Coconino Coalition for Children & Youth., an Arizona non-profit corporation ("Coalition"), with offices at 2625 North King Street, Flagstaff, Arizona 86004; Flagstaff Unified School District #1 ("School District"), a school district duly organized pursuant to Arizona Revised Statutes Title 15, with offices at 3285 East Sparrow Avenue, Flagstaff, Arizona 86004; and the City of Flagstaff ("City"), an Arizona municipal corporation, with offices at 211 W. Aspen Avenue, Flagstaff, Arizona 86001.

RECITALS

A. The School District and the City are part of a cooperative consortium known as the Alliance for the Second Century (the "Alliance"), formed by the School District, Northern Arizona University, the City of Flagstaff, Coconino County and Coconino County Community College to address area-wide issues such as the well-being of children and youth in the greater Flagstaff area.

B. The Coalition has been formed and operates to provide leadership in developing community-wide strategies that can enhance the well being of children and youth in Coconino County, such as identifying and mobilizing resources for children and youth, educating the community and evaluating public policy and legislation regarding issues concerning children and youth, and compiling data and statistics on children and youth;

C. Community-Wide After School Programs ("After School Programs") have been created to provide children and youth with life skills, enrichment and academic support in a safe and drug-free environment and to assist the Flagstaff community in developing resilient youth, who are less likely to engage in high risk behaviors and who are more likely to become healthy, well-rounded adults, able to contribute to society in meaningful ways. The After School Programs have particular focus for the latchkey child who has no adult at home before or after the regular school day.

D. The School District, the Coalition and the City wish to enter into this Agreement regarding the City's grant of funds for Fiscal Year 2014, through the School District as the fiscal agent for the Coalition and the After School Programs, to be applied for After School Programs implementation costs and Coalition operational and administrative costs, including the salary of the Coalition's Executive Director;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. CITY'S OBLIGATIONS

1.1 Contribution to After School Programs. The City agrees to provide up to Two Hundred

Forty Seven Thousand Three Hundred and Nineteen dollars (\$247,319.00) to the School District as soon as practicable following receipt by the City of itemized invoices for all direct expenditures made for the After School Programs.

1.2 Contribution to Coalition. The City agrees to provide an additional Nineteen Thousand Six Hundred and Sixty Nine dollars (\$19,669.00) to the School District, as fiscal agent for the Coalition, for use in connection with the Coalition's obligations in this Agreement as soon as practicable following execution of this Agreement.

3. SCHOOL DISTRICT'S OBLIGATIONS

3.1 After School Programs Host Agency. The School District shall be the host agency for the After School Programs and shall develop and implement comprehensive After School Programs, as well as provide staff qualified to coordinate, implement and evaluate the After School Programs within the City of Flagstaff.

3.2 Fiscal Agent for Coalition. The School District agrees to serve as the fiscal agent for the Coalition and shall administer payroll for payment of the Coalition's Executive Director. The School District shall fund and provide workers' compensation insurance for the Executive Director, together with such employee benefits customarily provided its employees under the Northern Arizona Public Employees Benefit Trust and Arizona State Retirement Plan. The Coalition's Executive Director will be an employee of the School District subject to the direction and control of the Coalition. The School District shall disburse to the Coalition all funds received for the Coalition from the City and other sources that exceed those funds required to pay the salary of the Coalition's Executive Director. The School District shall disburse these funds as soon as practicable following the end of the School District's fiscal year.

3.3 Administrator and Fiscal Agent for the After School Programs. The School District agrees to serve as the administrator and fiscal agent for the After School Programs.

3.4 Reporting and Overhead. The School District shall provide financial reports to the Coalition pertaining to Coalition transactions. The School District shall provide to the City such financial and other operational reports as the City may reasonably request during the term of this Agreement and will provide to the City, within ninety (90) days following termination of this Agreement, an accounting of all funds received and expended during the term of this Agreement. The School District shall not charge administrative or overhead fees in connection with its services as fiscal agent for the Coalition and/or After School Programs.

3. COALITION'S OBLIGATIONS

The Coalition shall use the Nineteen Thousand Six Hundred and Sixty Nine dollars (\$19,669) contribution from the City in connection with the Coalition's obligation to provide leadership in developing and advocating for community-wide strategies dedicated to enhancing the quality of life for all children and youth in the community. This contribution shall be applied to the salary paid to the Coalition's Executive Director and other operational costs.

4. TERM AND TERMINATION

This Agreement will continue in force and effect until midnight on June 30, 2014, unless sooner terminated as provided in this Agreement. Upon termination of this Agreement for any reason, the School District must remit to the City any undistributed portion of the funds received from the City within forty-five (45) days after termination. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated by any party, without penalty or further obligation, in accordance with the provisions of Arizona Revised Statutes Section 38-511, in the event of the occurrence of any of the circumstances described in Arizona Revised Statutes Section 38-511.

5. INDEMNIFICATION

Each party to this Agreement ("Indemnitor") covenants and agrees to indemnify, defend and hold each other party to this Agreement ("Indemnitee(s)") harmless from and against any and all claims, demands, costs, actions, suits, liabilities, losses and expenses, of whatever kind and nature whatsoever, that may arise or result from any act, action or omission of the Indemnitor under this Agreement. Notwithstanding the foregoing indemnity, each Indemnitor's indemnity shall be limited to, and be payable only from, such Indemnitor's contractually assumed liability insurance coverage available as part of its general liability insurance policies. Each party agrees to provide to the other parties copies of such policies upon request. The covenants and obligations of this Section shall survive any termination of this Agreement.

6. NOTICES

Any notice or other communication required or permitted to be given under this Agreement must be in writing and sent by mail or personal delivery to the parties as follows, or to such other address or person as the party may designate in writing:

If to Flagstaff:

Kevin Burke, City Manager
City of Flagstaff
211 West Aspen Avenue
Flagstaff, Arizona 86001

If to the District:

Barbara Hickman, Superintendent
Flagstaff Unified School District
3285 East Sparrow Avenue
Flagstaff, Arizona 86004

If to the Coalition:

Holly Hulen, President
Coconino Coalition for Children & Youth
2625 North King Street
Flagstaff, Arizona 86004

7. AUTHORITY

Each of the parties represents and warrants that it has full power and authority to enter into this

Agreement and perform its obligations under this Agreement and has taken all required acts or actions necessary to authorize the same.

8. INTEGRATION AND MERGER

Each of the parties acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except as expressed in this Agreement, and that this Agreement constitutes the parties' entire agreement with respect to the matters the Agreement addresses.

9. WAIVER; AMENDMENT

No failure to enforce any condition or covenant of this Agreement will imply or constitute a waiver of the right to insist upon performance of the condition or covenant, or of any other provision, nor will any waiver by a party of any breach of any one or more conditions or covenants of this Agreement constitute a waiver of any succeeding or other breach under this Agreement. Any waiver or amendment of any of the provisions of this Agreement must be in writing and be executed by the party against whom enforcement of the same is sought.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

City of Flagstaff

Flagstaff Unified School District

Gerald W. Nabours, Mayor

Barbara Hickman, Superintendent

Attest:

Attest:

City Clerk

Approved as to form:

Approved as to form:

City Attorney

**Coconino Coalition for Children &
Youth**

Holly Hulen, President